

Exhibit E

The NutraSweet Company

VIA FACSIMILE

May 29, 2002

Mr. Yasushi Tomioka
Manager
Sweetener Department
Ajinomoto Co., Inc.
15-1 Kyobashi itchome, Chuo-ku
Tokyo 104-8315
Japan

Re: Supply of Encapsulated Aspartame To Cadbury France

Dear Mr. Tomioka:

Thank you for your May 26, 2002 draft memorandum regarding the supply of encapsulated aspartame to Cadbury France. Based on your draft memorandum, we believe that we will be able to reach a mutual understanding. Unfortunately, however, David Bowman was suddenly hospitalized earlier this week, and we will be unable to discuss this agreement with him for the next few days. The NutraSweet Company ("NSC") faces a dilemma, as Cadbury France is in desperate need of encapsulated aspartame. They have ordered 500 kgs. which they need shipped by May 30, 2002, and 1000 kgs. which must be shipped by June 26, 2002. Therefore, we ask that Ajinomoto Co., Inc. ("Ajinomoto") permit the above shipments under the following terms:

1. Beginning the date of execution of this letter by Ajinomoto, NSC will be permitted to supply directly to Cadbury France, at its facility located in France, a total of 500 kilograms of encapsulated aspartame manufactured by NSC in its Augusta, Georgia facility, to be shipped on or before May 30, 2002 and a total of 1000 kilograms of encapsulated aspartame manufactured by NSC in its Augusta, Georgia facility, to be shipped on or before June 26, 2002.
2. The Marginal Profit received by NSC as a result of the above sale of encapsulated aspartame shall be shared equally between NSC and Ajinomoto. For the purpose of the letter, Marginal Profit shall be defined

as sales revenue realized in U.S. dollars less all costs incurred by NSC in the manufacture and delivery of the encapsulated aspartame to Cadbury France. The encapsulated aspartame cost component of the cost to manufacture will be determined in the same manner as stated in the Bulk Supply Agreement entered into between the parties, converted at the average Euro rate for the month the sale or sales were completed.

3. The above sale of encapsulated aspartame by NSC to Cadbury France shall be considered as an exception to the provisions of Section 2.3 of the Release And License Agreement, and therefore will not be a breach of such agreement.
4. Ajinomoto agrees that the use of the encapsulated aspartame by Cadbury France shall not infringe any intellectual property of Ajinomoto, including any of the patented technology licensed to NSC under the Release And License Agreement.

By causing its authorized representative to sign below, Ajinomoto hereby agrees to the request of NSC on the terms and conditions set forth above.

Sincerely,



Craig Petray
Executive Vice President

ACCEPTED AND AGREED:

AJINOMOTO CO., INC.

BY:  Y. TOMIOOKA

TITLE: MANAGER, SWEETENER DEPARTMENT

DATE: MAY 30, 2002

